

MEMORANDUM OF UNDERSTANDING
By and Between
THE STATE OF NEBRASKA, NEBRASKA STATE PATROL
and
THE CITY OF LINCOLN, BUREAU OF FIRE PREVENTION

This Memorandum of Understanding (MOU) is made by and between the State of Nebraska, Nebraska State Patrol (hereinafter the State) and the City of Lincoln, acting through its Bureau of Fire Prevention (hereinafter the City). The purpose of this MOU is to provide for mutual aid and cooperation in the deployment of personnel, equipment, and resources relating to bombing and explosives related incidents.

RECITALS

1. The Nebraska State patrol is the agency of the State of Nebraska authorized by Neb. Rev. Stat. § 28-1213 through § 28-1239 to regulate the use , storage and transportation of explosives in the State of Nebraska and is responsible, throughout the state, for the safe control and disposition of explosive materials which present an imminent and substantial endangerment to human health and the environment.
2. The Bureau of Fire Prevention is a division of the Department of Building and Safety of the City of Lincoln and is responsible, within the City, for the safe control and disposition of explosive materials which present an imminent and substantial endangerment to human health and the environment.
3. The State and the City are authorized, pursuant to the Interlocal Cooperation Act, to enter into agreements with one another for joint or cooperative action.
4. Each party employs qualified persons who have received specific training, knowledge, and experience in recognizing, handling and rendering inert, explosives or explosive materials and who are assigned to work as a bomb technician or explosive expert.
5. Each party is willing and desires to contribute the use of its qualified persons, equipment and resources to the other party when necessary to facilitate the safe and expedient recognition, handling and disposition of explosives and explosive materials in the City of Lincoln and throughout the State of Nebraska.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Bomb and explosives incidents within the City of Lincoln are the primary responsibility of the City. The City will respond and assume responsibility for such incidents in its entirety if feasible. The State will respond with such personnel, equipment and resources as it has available upon request of the City.
2. Bomb and explosive incidents within the State of Nebraska which are outside the City of Lincoln are the primary responsibility of the State. The State will respond and assume responsibility for such incidences in its entirety if feasible. The City will respond with such personnel, equipment and resources as it has available upon request of the State.

3. If requested by the party having primary responsibility for a bomb and explosive incident (primary party), the other party shall respond to said incidents and act as the primary party, regardless of location, unless and until the primary party is able to do so or advise the primary part that the other party does not have the necessary personnel, equipment, and resources available to so respond.
4. The party acting as primary party shall assure compliance with all State and Federal hazardous waste regulations.
5. Employees of the City and employees of the State acting pursuant to this agreement shall at all times and for all purposes remain the employees of the City and employees of the State respectively.
6. Any claim of tort against the State arising out of or in connection with the existence of this agreement shall be brought pursuant to §§ 81-8,209, et seq., the Nebraska State Tort Claims Act, together with subsequent amendments thereto or revisions thereof as exist at the time such claim of tort arises.
7. Any claim of tort against the City arising out of or in connection with the existence of this agreement shall be brought pursuant to §§ 13-901, et seq., the Nebraska Political Subdivision Tort Claims Act, together with subsequent amendments thereto or revisions thereof as exist at the time such claim of tort arises.
8. It is mutually agreed that no monetary exchange or remuneration shall be due by either party to the other party for any assistance which may be requested or for services which may be rendered by one party or personnel of that party to the other party unless such payment or remuneration shall be agreed upon separately and apart from this particular agreement. Notwithstanding the above, the State shall endeavor to reimburse the City for expenses incurred incident to provision of services pursuant to this agreement, consistent with available resources and applicable procedures and accounting provisions.
9. This agreement shall become effective immediately upon signing by each agency and will remain in effect for a period of one year thereafter. This agreement shall be automatically extended for successive one-year terms unless terminated by either party. Either party may cancel the agreement at any time by written notification to the other party. This agreement may be modified by mutual agreement.

IN WITNESS WHEREOF, the foregoing Memorandum of Understanding was executed on the date set forth below opposite each party's signature.

Nebraska State Patrol

Date

City of Lincoln, Nebraska

Date